

General Terms and Conditions
(01 October 2014)

GENERAL

The contractual conditions defined in an individual bid take precedence over the Terms and Conditions listed here. As such, these Terms and Conditions supplement the bid. The valid Terms and Conditions are those found on the website: www.hhrc.de.

BIDS

Bids are subject to change and are in general non-binding. They are submitted in writing, either per e-mail or fax. A contractual agreement is entered upon signing the bid. If not defined differently in the specific bid horsthaller consulting is bound to bids for a period of six weeks from submission. This stipulation also applies when any addition or change to a bid is made, including side agreements. All these must be made in writing and validated with a signature. In the case of no receipt of service confirmation (i.e. signed bid) on the part of the Client an agreed request or invitation of the Client to horsthaller consulting to take up deliveries however is equivalent to a service confirmation.

SERVICE CONTRACT

We perform services for the Client strictly within the context of a service contract (following German BGB §611 ff).

MINIMUM FEE

In the event that an hourly fee is not defined and agreed upon, the minimum fee per consulting or training day amounts to 50% of the agreed daily rate.

INCIDENTAL EXPENSES

Should the bid not include a specific regulation of incidental expenses, all costs incurred in the context of performing the contracted services (e.g. telephone charges, printing/copying costs, material expenses) will be covered by a general charge amounting to 2% of the total fee. In the case of trainings, the cost of the material used (e.g. manuals, resources for participants) will be covered by a general charge amounting to 8% of the total fee.

TRAVEL COSTS

All additional expenses* incurred by executing contracted services at a location other than our office will be added with no surcharge, along with the incidental expenses, to the consulting/training invoice.

* These include meal expenses in line with the daily statutory limit, costs for travel by car at a rate of 0.50 € per kilometer, hotel charges and the cost of necessary public transportation, e.g. plane (economy), train (1st class), taxi, etc.

TRAVEL COSTS FOR EMPLOYEES OR REPRESENTATIVES OF THE CONTRACTOR

All travel expenses as described above are covered by the Client. In the case that horsthaller consulting covers such costs in advance, a 15% surcharge may be added the reimbursement invoice.

VALUE-ADDED TAX

The valid statutory value-added tax of the Federal Republic of Germany will be added to all invoice amounts for contracted services following the active regulations of the German value-added tax legislation.

PAYMENT CONDITIONS

The consulting/training fee and any additional expenses are to be paid in full immediately. Payments are to be effectuated per bank transaction. Any bank charges are to be covered by the Client.

DELAYED PAYMENT

In the case of a delay in payment, horsthaller consulting is authorized to charge default interest and overdue fees. Default interest amounting to 5% above the current valid rate of the German Federal Bank can be charged starting on the invoice due date. Overdue fees amount to 1% of the net invoiced sum with a minimum charge of 100,00 € plus VAT per overdue notice. In case of delay of payment horsthaller consulting is authorized to interrupt deliveries after reminder and announcement of interruption. horsthaller consulting retains the right to assert further claims for damages.

CANCELLED OR POSTPONED APPOINTMENTS

Should the Client cancel appointments, meetings, workshops or trainings, the following fees are due: (Exception: The cancelled service was offset by the Client rebooking an alternative service.)

horsthaller consulting
Am Alten Sportplatz 31
D-71272 Renningen

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D-71265 Renningen

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E-Mail info@hhrc.de
www.hhrc.de

Office:
Keltenstr. 24
D-71272 Renningen

Banks

Volksbank Region Leonberg eG
BIC GENODES1LEO • IBAN DE95603903000080073000
BLZ/sort code 603 903 00 Kto/account 800 730 00

Baden-Württembergische Bank
BIC SOLADEST • IBAN DE65600501010008952277
BLZ/sort code 600 501 01 • Kto/account 895 22 77

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|---|---|
| • more than 6 weeks* before the scheduled appointment | no charge |
| • 4 to 6 weeks before the scheduled appointment | 50% of the fee for contracted services |
| • 10 days** to 4 weeks before the scheduled appointment | 75% of the fee for contracted services |
| • fewer than 10 days before the scheduled appointment | 100% of the fee for contracted services |
- (* work weeks, ** work days)

If the horsthaller consulting is unable to keep the appointment, she is obligated to align with the Client with no delay in order to reschedule/replace the appointment or agreed services.

EARLY TERMINATION OF THE CONTRACT

The Client and horsthaller consulting are able to terminate the contract prior to services being rendered only for important reasons. Should the contractual relationship be terminated prematurely on the basis of an important reason, horsthaller consulting has the right to remuneration for any work conducted up to that point in time.

RIGHTS TO UTILIZE PROJECT RESULTS AND SUPPLIED MATERIAL/WORKS

The Client and Service Provider both hold equal rights to make full use of project results with no requirement for any form of side agreement, approval or discussion.

The Client ensures that the supply of materials/literature/works used in the context of service performance is not in conflict with any form of copyright or other protection. The Client recognizes the copyrights on the materials/literature/works made available by horsthaller consulting. No reproduction or further distribution of these materials/literature/works is acceptable without prior written approval from horsthaller consulting.

horsthaller consulting is authorized to label all documents and concepts it develops with a company trademark or company code.

NON-COMPETITION CLAUSE

horsthaller consulting is authorized to bid and render its services to the Client's competitors. Any exception to this rule must be agreed upon in writing and in advance.

LIABILITY

The Service Provider assumes liability for the fundamental obligations defined in the contract, though this liability is limited to the agreed fee for services or a reasonable portion of these services. The Service Provider assumes no liability for direct damages, loss of profit or other financial losses. Other forms of accepted liability are limited to 1) cases of intent, 2) cases of gross negligence, or 3) statutory principles of liability. These regulations excluding or limiting liability also apply to contracted employees (permanent or freelance) of horsthaller consulting.

DATA STORAGE

horsthaller consulting is authorized to save and make use of Client data insofar as this is required for the provision of services and for maintaining the business relationship and is in compliance with the regulations of the Federal Data Protection Law (BDSG).

DISCRETION

We obligate ourselves to using absolute discretion in handling the materials, statistics, data and other information acquired in the context of rendering the contracted services.

SEVERABILITY CLAUSE

Should any clause of this agreement be invalid, this shall not affect the validity of the remaining clauses. The parties undertake to replace the invalid clause with a valid clause coming closest to the original, but invalid clause.

PLACE OF PERFORMANCE AND JURISDICTION

In the case of a legal dispute, solely the laws of the Federal Republic of Germany shall apply. Stuttgart is the place of jurisdiction for any and all disputes arising between the two contracting parties.

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